DOCUMENT RESUME

ED 264 646 EA 018 050

AUTHOR	Langan, A. Bud; And Others
TITLE	Collective Bargaining in the Public Schools of Washington State ESD 105: A Database and Process.
INSTITUTION	JPL Associates, Yakima, WA.
PUB DATE	85
NOTE	122p.
AVAILABLE FROM	Publication Sales, JPL Associates, 211 North 32nd Avenue, Yakima, WA 98902 ($7.50).
PUB TYPE	Information Analyses (070) -- Reports - Research/Technical (143) -- Guides - Non-Classroom Use (055)
EDRS PRICE	MF01/PC05 Plus Postage.
DESCRIPTORS	*Administrator Role; Boards of Education; Check Lists; *Collective Bargaining; *Contracts; Educational History; Elementary Secondary Education; Labor Relations; Management Teams; Models; Principals; State Legislation; Superintendents; Teacher Strikes
IDENTIFIERS	Contract Item Analysis; Education Service District 105 WA; *Washington

ABSTRACT

This document proposes a model for the administrative involvement necessary to the negotiation of effective labor contracts in the schools. A historical analysis of laws, statutes, and significant court cases provides insight into the present scope, complexity, and limitations of collective bargaining in the schools of Washington State. Trends in the roles of school boards, superintendents, and principals in the collective bargaining process are also reviewed. The document's second chapter compares provisions of negotiated contracts currently in use in the 25 school districts of Washington's Educational Service District 105. Contract items reviewed cover personnel policies, working conditions, and negotiations agreements. The third chapter explains and illustrates the use of the Contract Item Analysis process, which provides first-line administrators a voice concerning contract provisions. The process model for administrative teams to follow when planning and conducting negotiations is presented in the fourth chapter. Steps in the process include selecting and orienting team members, collecting and assessing proposals, synthesizing the proposals, reviewing the synthesis, testing the revised synthesis, planning for contingencies, negotiating, preparing for implementation, and implementing the contract. The fifth and final chapter considers contingency planning for strikes and provides a checklist for gathering the information needed for strike planning. References, tables, figures, and a nine-page glossary are included. (PGD)

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COLLECTIVE BARGAINING

IN THE PUBLIC SCHOOLS OF WASHINGTON STATE ESD 105

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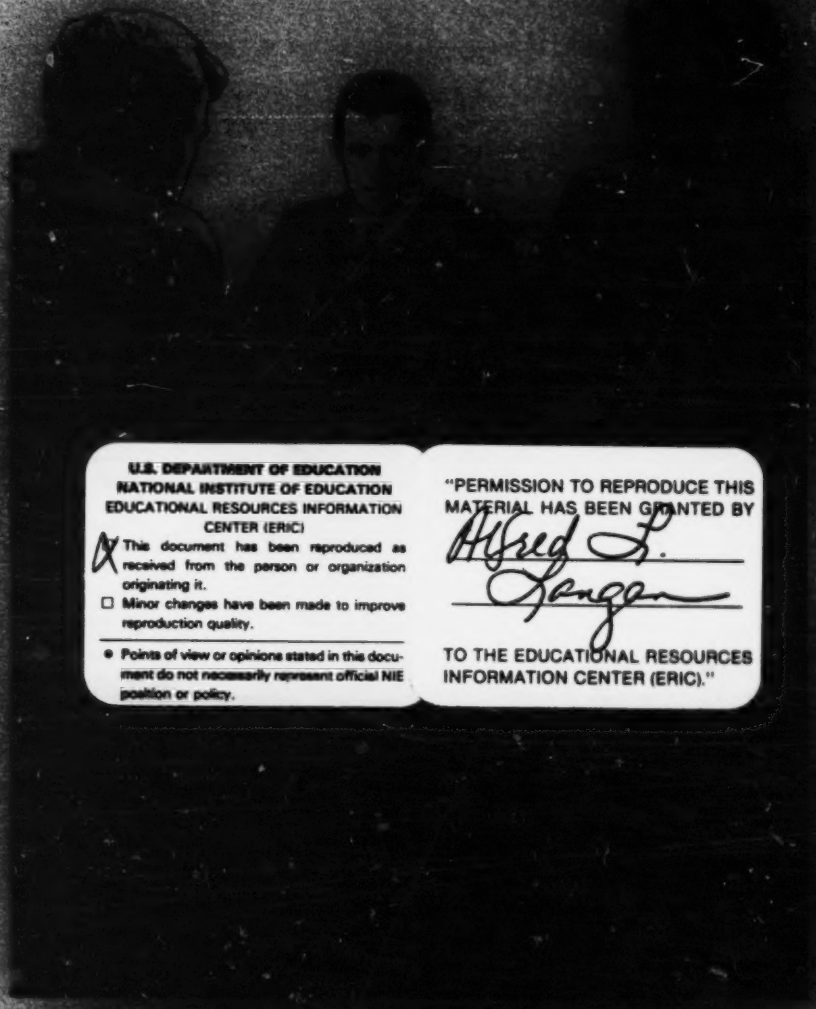

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COLLECTIVE BARGAINING IN THE PUBLIC SCHOOLS OF WASHINGTON STATE ESD 105: A DATABASE AND PROCESS

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YAKIMA, WASHINGTON

1985

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ACKNOWLEDGEMENTS

The authors wish to acknowledge Ned. B. Lovell, Associate Professor of Educational Administration, et. al., at Illinois State University for providing the initial format of tables and item analysis used in this study. A Collective Bargaining Contract Analyzer for Community Colleges was authored by Lovell, et. al., and published in cooperation with the Illinois Community College Trustees Association, Springfield, Illinois, and the Office of the President and the Center for the Study of Educational Finance, Illinois State University, Normal, Illinois. Their February, 1982, publication is available from the Center for the Study of Educational Finance.

The focus of the Illinois Monograph and the Washington State Publication was also based upon an article by Piland, Lovell, and Janes, "Team Management Bargaining Model," which appeared in the September, 1981, Community and Junior College Journal.

Our thanks go to the public school districts within ESD 105 who provide copies of their collective bargaining agreements.

Our special appreciation goes to Dr. Larry Janes, Associate Professor of Educational Administration at Eastern Illinois State University who provided guidance and technical assistance.

PREFACE

Labor relations and negotiations are a vital concern to most educational administrators. With public education in America rapidly becoming one of the most highly unionized segments of our society, it is essential that administrators and school boards recognize and adjust to the new reality of collective bargaining and the need for training in labor relations.

Due to the complexity of public education and the many variables which impinge upon the local systems, it is essential that a broad base of educational managers be trained for and involved in the negotiations and contract administration process. In the past a common practice has been for board members or superintendents to represent the District in negotiations with the teachers. This practice has resulted in many problems which arise after the negotiated contract has been ratified and changes cannot be made. These problems occur because those who negotiated the contract may not have been aware of the operational impact of certain contract items or the possible interpretations of contract language and because information concerning interpretation and implementation of the contract may not have been widely disseminated among the entire administrative staff.

This study consists of the following: a brief overview of the history of the laws and statutes relating to negotia-

tions in the common schools of Washington; an inventory of the contents of and the range of language in the current negotiated agreements in the school districts of ESD 105 of Washington; a proposal for administrative participation in labor relations through a team management bargaining model; and recommendations for development of strike plans should the bargaining process fail to resolve contractual concerns.

The Model proposed in this study provides for a broad range of administrative involvement in labor relations and negotiations. This involvement entails formal and informal input from administrators as well as full participation of the District negotiating team. In the implementation of this Model, the principal will play a major role in shaping the administrative proposals and subsequent counter-proposals; in addition, these first-line administrators will receive intensive in-service training in administering the resulting contract. We believe that most elements of this model are readily transferable to other state systems.

We firmly believe that the activities and procedures prescribed by this Model will assist the state school districts and the individual administrators in meeting the challenges of today's needs for an effective and productive approach to negotiations and labor relations.

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CHAPTER 1

HISTORICAL PERSPECTIVE OF BARGAINING IN THE PUBLIC SCHOOLS

A 1917 Illinois court case, People ex rel. Fursman v. City of Chicago (Cresswell & Murphy, 1980), held that a teachers' union could not request an injunction that would prohibit the school board from enforcing a resolution making employment conditional on non-union status. The court decided that the school board could prohibit teachers from joining unions.

A Washington State decision in 1930 further indicated opposition to the public school teachers' formulation of unions:

> The right . . . belongs to the state as the guardian and trustee for its people, and having control of its affairs to prescribe the conditions upon which it will permit public work to be done. ... . (Seattle H.S. v. Sharples, 1930, p. 994)

In this Washington court case, "yellow dog" contracts for teachers were upheld by the courts. These contracts required that teachers agree not to join unions. The employers were able to force their employees to sign this agreement as a condition of employment (Cresswell & Murphy, 1980, p. 150). Thus, not only were these early public school employees unable to get courts to require public school administrators to recognize unions, but employees were unable to prevent injunctions and resolutions against the organizations.

The first documented collective bargaining contract for public school employees occurred bétween the American Federation of Teachers of Cicero, Illinois and the Cicero Board of Education in 1944 (Cresswell & Murphy, 1980). The contract contained many of the standard features of the private labor agreement including recognition, wage rates, grievance procedures, and standards for promotion.

In 1959, the Wisconsin legislature enacted the first comprehensive public sector bargaining law which set the stage for increased bargaining among the nation's teachers (Cresswell & Murphy, 1980).

A task force effort directed by Arthur Goldberg, former Secretary of Labor, studied the problems of public employment. Goldberg's findings resulted in President Kennedy issuing Executive Order 10988 on January 17, 1962. This order extended to federal employees the same rights of collective bargaining as given to employees in the private sector under the National Labor Relations Act. Although this Executive Order did not expressly give the right of bargaining to other public employees (e.g., the school employees), the act did establish a format that the public employees could follow in seeking negotiation rights with employers (Fox & Shelton, 1972).

In the past twenty years, the collective negotiations process has become a part of the contractual agreements between school boards and teachers in at least 38 states (Wood, Nicholson, & Findley, 1979).

Chapter 143, Laws of 1965

Between 1962 and 1965, the Washington Education Association and the American Federation of Teachers lobbied the Washington State Legislature to enact a professional negotiations act. On March 20, 1965, Governor Dan Evans signed into law House Bill 154, which was entitled "An Act Relating to Education, Recognizing the Right of Employee Organizations to Represent Certificated employees in Their Relations with School Districts" (Guidelines for Professional Negotiations, 1965):

> Under the Washington State Professional Negotiations Act teachers have a deep and transcendent interest in all matters which bear upon the standards of their profession, and any other position is directly in conflict with the spirit and purpose of the process. Teachers have a legitimate right under the law to be interested by negotiations in every decision that affects students and the quality of their work. (p. 182).

LAWS of 1965. Section 1 of Chapter 143 states:

> It is the purpose of this act to strengthen methods of administering employer-employee relations through the establishment of orderly methods of communication between certificated employees and the school districts by which they are employed.

The application of the Chapter to the public school districts is explicitly stated in Section 3 of Chapter 143:

> Representatives of an employee organization, which organization shall by secret ballot have won a majority in an election to represent the certificated employees within its school district, shall have the right, after using established administrative channels, to meet, confer, and negotiate with the board of directors of the school district or a committee thereof to communicate the considered professional judgment of the certificated staff prior to the final adoption by the board of proposed school policies relating to, but not

limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules, and non-instructional duties.

Chapter 41.59 RCW The Educational Employment Relations Act

The above provisions of Chapter 143, Laws of 1965, remained in effect for the public school districts until adoption of Revised Code of Washington (RCW) 41.59 in 1975.

The Educational Employment Relations Act (RCW 41.59) provided for the following:

Coverage: Public school teachers (certificated employees).

Exclusions: Chief executive and administrative officers, confidential employees, supervisors (unless included in a unit by vote among the supervisors), principals (unless included in a unit by vote among the principals).

Authority: To Bargain Chapter 41.59.010 (1975).

Administrative Agency: Public Employment Relations Commission.

Unit Determination: Public Employment Relations Commission.

Criteria For Unit Determination: Duties, skills, and working conditions; history of bargaining; extent of organization; desires of employees; except: All non-supervisory employees to be in a single unit; principals, may be in separate unit upon majority vote of principals, mixed unit with supervisors upon majority vote of both groups, or mixed unit with non-supervisory upon majority vote of both groups; supervisors may be in separate unit upon majority vote of supervisors; mixed unit with principals upon majority vote of both groups or mixed unit with non-supervisory upon majority vote in both groups; vocational schools may have separate unit if history of bargaining justifies.

Recognition: Exclusive. Voluntary or by election.

Bargaining Rights: Duty to bargain.

Scope of Bargaining: Wages, hours and terms and conditions of employment. Special note: units of only principals and/or supervisors limited to compensation, hours and number of work days per annum.

Employee Rights: To organize and bargain.

Union Security: Dues deduction is statutory right of exclusive representative upon presentation of authorization card of member employee. Union security agreements bargainable, but not union shop or closed shop. Dues checkoff automatic if agency shop agreed to. Persons whose religious beliefs prevent membership must be permitted to donate equivalent amount to nonreligious charity.

Employer Unfair Labor Practice (ULP): Interference, restraint and coercion; Domination; Discrimination for membership or activity; Discrimination against employee who files ULP charges or gives testimony; Refusal to bargain.

Union ULP's: Restraint or coercion of employees in exercise of their rights, provided union may prescribe conditions of membership and employer may select its own representatives for purposes of bargaining with the union; Inducing employer to commit ULP; Refusal to bargain.

Impasse Procedures: PERC mediation. If dispute is not settled after ten days of mediation, either party may invoke fact finding. If parties cannot agree on fact finder from PERC panel, PERC appoints. PERC bears costs of fact finder. Report and recommendations due 30 days after appointment of fact finder.

Strike Policy: No reference in statue. Strikes have been enjoined by courts under common law.

Grievance Procedure: Final and binding arbitration permitted.

Doran Decision

In 1976, the Seattle School District brought suit against the state of Washington challenging the foundation

program for education. The Seattle School District v. Washington court case relied on a provision of the Washington constitution that stated, "it is the paramount duty of the state to make ample provision for education of all children. . . ." They argued that, in the absence of research that clearly indicated how much should be spent on education, ample provision would be the average of what school districts in the state actually decide to provide for their schools, and that the state should guarantee this amount through the foundation program.

Judge Doran agreed with the plaintiff. Thus, the state received the responsibility for funding education. An outgrowth of the court decision was the Basic Education Act of 1977.

However, when the legislature failed to provide adequate funding for education during the 1981-1983 biennium, Seattle and twenty-five other school districts again brought suit in the Thurston County Superior Court.

Judge Doran emphasized that, under Washington's constitution, education was the first duty of the state--to be funded before any statutory program was funded. He declared that the legislature must define the scope of its constitutional obligation in the Basic Education Act of 1977.

Thus, under existing state law, the legislature had to fund regular educational program, vocational education, special education, pupil transportation, bilingual

education, and remediation. As part of the decision relating to full funding, Doran also spoke to the issue of salaries:

> When districts execute contracts with their personnel that are strictly in accordance with state law and salary levels fixed by the legislature, the legislature must fully fund such contractual obligations. He stated that whatever funding system the legislature chooses, the rules regarding salaries must be known and fixed in advance, in order that the boards of directors may properly consider the salary issue in the context of the many other difficult and complex issues facing the districts at the times that they are required to formalize their budgets. (Seattle Sch. Dist. v. State of Washington, Thurston County Superior Court Case No. 81-2-1713-1, September 7, 1983)

The ultimate effect of the Doran decisions was that the state would have more control over local districts in regards to education through the definition of "basic education" and requiring legislative adoption of prior standards under which local districts may bargain salary provisions.

SHB 166

In 1981 an amendment to RCW 41.59 was passed by the legislature. This legislation is known as Substitute House bill 166. This bill was adopted for the following reasons: (1) to help the state budget, because of low revenues and (2) to alleviate the wide variations in salaries throughout the state. These variations in salaries were a result of local negotiations between boards and teacher organizations. By equalizing the cost per FTE to all school districts, the result would be equity throughout the State of Washington.

The long-range effect of state control could be a state-wide salary schedule.

The pertinent sections of SHB 166 provide:

Section 2.

(1) Every school district board of directors shall fix, alter, allow, and order paid salaries and compensation for all district employees. No school district board of directors may grant salary and compensation increases from any fund source whatsoever in excess of the amount and or percentage as may be provided for employees as set forth in the state operating appropriations act in effect at the time the compensation is payable.

(2) Increases in school district employee fringe benefit contributions by school districts shall be included for purposes of determining salary and compensation increases under this section if contributions to fringe benefits provided by a district exceed or, by virtue of the increase, will exceed the amount provided for fringe benefits in the state operating act in effect at the time the compensation if payable.

(3) For purposes of this section, salary and compensation shall not include the following:

a. Payment for unused leave for illness or injury under RCW 28A.58.097.

b. Employer contributions for the following fringe benefits:
-Old Age Survivors Insurance
-Workers' Compensation
-Unemployment Compensation
-Retirement benefits under the Washington State Retirement System

(4) Provisions of any contract in force on the effective date of this amendatory act which conflict with requirements of this section shall continue in effect until contract expiration. After expiration, any new contract executed between the parties shall be consistent with this section.

Section 3

There is added to Chapter 41.59 RCW a new section to read as follows:

> Nothing in this chapter shall be construed to grant employers or employers the right to reach agreements regarding salary or compensation increases in excess of those authorized in accordance with section 2 of this amendatory act.

The Role of School Boards in the Collective Bargaining Process

Since 1962, increasing numbers of school boards in many states have entered into professional negotiations. Negotiations with teachers have included teacher wages, welfare, and other subjects related directly or indirectly to the operation of schools.

In preparation for collective bargaining, school board members depend upon administrators to supply the pertinent data and advice concerning the issues to be negotiated.

> School board members, because they are elected by the people in their district, are at once susceptible to the application of direct and indirect pressure to keep mill levies down, keep budget expenditures to a minimum, to be conservative in advancing educational innovations. (Benton, 1967, p. 23).

As Stone (1978) cautioned, elected members of the board cannot be cognizant of day-to-day administrative routine and cannot anticipate the effect of contract articles pertaining to teaching duties, class size and load, curriculum reform, extracurricular assignments, and staff development. However, once the contract is negotiated, the administrators are expected to execute the terms of that contract.

The Role of the Superintendent in the Collective Bargaining Process

The educational Employment Relations Act clearly identifies the superintendent as the "chief executive officer" of the employer and thus excluded from any bargaining unit. The superintendent is directly responsible to the board.

The superintendent occupies the pivotal position in the working relationship of the board and other administrators in the system. According to Unruh (1965), superintendents prefer that school boards direct any communications to the teachers or administrators through the superintendent's office. Stinnett (1966) and others expanded the superintendent's role by including "responsibility to provide both teachers and the board with information that will help clarify issues and to stimulate both groups to keep the best interests of the total school program uppermost in their thinking as they combine their best efforts to achieve agreements" (p. 103).

Tynes (1974), Dunaway (1975), and Piazza (1980) said that the superintendent or chief executive officer should assume the role of advisor to the board during negotiations. Bottomly, a former Superintendent of Seattle Public Schools, best summarized the superintendent's role in collective bargaining:

> The superintendent does what he has to do under the circumstances . . . acts as a supplier of information, as a liaison, as a referee, as a judge, as an active

> participant, as a mediator, as 'cajoler,' as one who tries to seek a consensus. (Stinnett, 1966, p. 17)

The Role of the Principal in Collective Bargaining

Twelve years ago, in 1973, Dempsey, a speaker at the annual convention of National Association of Secondary School Principals, summarized the dilemma facing the principal and his/her role in collective bargaining:

> 1. We are going to have to take a good hard look inward. Collective bargaining has created a great deal of confusion about the role of the secondary school principal. Traditionally, the principal has been the chief spokesman for the needs of teachers. But with legislation that permitted teachers to form bargaining units for the purpose of direct negotiation with the board of education, the principal has been bypassed and his new role remains unclear.
>
> 2. We must stop being bystanders to the negotiations process. Both law and custom give teachers the right to participate in collective bargaining. But law and custom have overlooked the principal's role in the negotiations process. The trend in many parts of the nation will, if continued, relegate the principal to ordering supplies and supervising non-certified personnel. (Lieberman, 1973)

The role of the school principal in collective bargaining has been one of the most controversial areas of teacher negotiations (Lieberman, 1973). Often a principal acts as the representative of the superintendent and the board, but in other situations, the principal is closely associated with the teachers.

Bass (1973) was an advocate for the principal's neutrality in pre-negotiations. He maintained that the principal should be allowed "to stay where his role as local school leader naturally places him--smack in the middle. By

not being forced to choose sides during collective bargaining, principals probably can avoid conflict with teachers and with the school board and may be able to maintain the faith and trust of both parties" (p. 36).

A neutral role, according to Brain, causes the principal to become "ineffective because of his awkward fence-straddling position" (1969, p. 110). Carr also disagreed with the neutrality role by stating that the principal must be actively involved in order to be an effective leader, "principals must not be spectators when decisions are made about the course of education in their communities. Inaction and lack of interest separate and alienate teachers and principals as surely as open hostility" (1966, p. 46).

The position of the principal as being management's advisor or representative is explained by Rhodes and Long (1967):

> The principal is the arm of the school superintendent and the school board in his school. There is no other way of looking at the principal's job in terms of these responsibilities. The principal is . . . in the collective bargaining and staff relations contexts, the management representative in the school. (p. 22)

Acker (1981) concluded that board chairpersons, superintendents, and school principals believe the school principal should be involved in collective bargaining; however, board chairpersons believed there are certain areas in collective bargaining where school principals should not be involved.

Torres (1984), in a study done in the State of Washington, also concluded that principals, as management team members, should be consulted as to the parameters being prepared for negotiations. Regardless of role, the principal retained responsibility for administering the contract and attempting to settle grievances.

Although there are cases where school principals have aligned with the teacher organization successfully, the research overwhelmingly supports the role of the school principal as being involved in negotiations as a member of, or represented on, the board bargaining unit.

A Further Consideration

The increased complexity of negotiations and labor relations in the public school system in Washington is evident. This increased complexity is matched by the increased sophistication and bargaining skills of the employee representatives. To bargain effectively and productively, the negotiator(s) who represents the school board must be aware of and possess a full understanding of applicable laws and regulations. In addition, the board's negotiator(s) must have experience and skill at the bargaining table.

In this era of dwindling financial resources and increasing public demand for accountability, the role of the board's negotiator(s) is more critical than ever; the issues

and demands raised by the employee representatives are more forcefully and skillfully presented than ever.

As a result of these pressures, many of the school districts in Washington have begun to utilize the services of professional negotiators to represent the boards in bargaining with the teacher associations or unions. RCW 41.59.060 refers to the "right of employees to organize and designate representatives for the purpose of bargaining," while the Superintendent of Public Instruction issued guidelines in March of 1971 which stated that the board could, if it properly established procedures, delegate the task of negotiating to a "negotiating team." A professional negotiator could be part of that team.

The advantages of retaining a professional negotiator are readily obvious. The disadvantages of this approach to negotiations stem from the fact that the professional negotiator is several steps removed from the first-line supervisor, mainly the principal, who is charged with administering the agreement following the completion of the negotiations process. The more accessible the negotiator is to the first-line supervisor, the more satisfactory the agreement from the operational point of view. The experience of the principal and other administrators in managing the current agreement should serve as the basis for proposed revisions to the agreement. A process which provides for communication between all administrators and the negotiator(s) is needed.

The proposed management team bargaining model which is presented in Chapter 4 will provide the two-way access and communications between administrators and the negotiator(s) for the district. This model calls for the involvement of all levels of administration in all phases of the negotiations process. In addition, the model addresses the need for extensive in-service training for administrators in the areas of contract interpretation and management. This model represents a problem-solving approach to the difficulties and the demands of today's labor relations.

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CHAPTER II

CONTENT ANALYSIS OF CURRENT COLLECTIVE BARGAINING CONTRACTS FOR PUBLIC SCHOOL DISTRICTS IN ESD 105

Educational School District 105 is composed of twenty-five school districts as created by RCW 28A.21. All school districts within ESD 105 were requested to submit a copy of the district contract if the district had engaged in collective bargaining. Twenty-four of the districts responded by submitting contracts.

Of the twenty-four contracts analyzed, seven were from first class districts (2000 or more students) and sixteen were from second class districts (fewer than 2000 students).

Based upon a review of the current contracts and recommendations of selected school district administrators, the contract items chosen for inclusion in the following tables represent the most significant items contained in the vast majority of the contracts analyzed. The format of the tables parallels the table structures used by Langan, Perryman and Janes in their analysis of Washington State Community College contracts.

The Districts

Table 1 lists the districts by generic name, district number, district classification, and the number of district operated buildings by grade level categories.

Throughout this study, generic district names and numbers as designated by statute are used to identify the districts.

Table 1

School Districts Within Educational Service District

District	#	Class	Number of Buildings Elem	Mid	Jr Hi	High	Alternative
Bickleton	84	2	1			1	
Cle Elum/ Roslyn	404	2	1	1		1	
Damman	7	2	1				
Easton	28	2	1			1	
Ellensburg	401	1	3	1		1	
Goldendale	404	2	1	1		1	
Grandview	116/200	2	3	1		1	
Granger	204	2	1			1	
Highland	203	2	1	1		1	
Kittitas	403	2	1			1	
Mabton	120	1				1	
Mt. Adams	209	2	1			1	
Moxee	90	2	1			1	
Naches Valley	JT3	2	1	1		1	
Royal	160	2	1	1		1	
Selah	119	1	2*	1	1	1	
Sunnyside	201	1	2	1	1	1	
Thorp	400	2	1			1	
Toppenish	202	1	3	1		1	
Union Gap	2	2	1	1			
Wahluke	73	2	1	1			
Wapato	207	1	1	1	1	1	1
West Valley	208	1	5		1	1	
Yakima	7	1	16		4	3**	5
Zillah	205	2	1	1		1	

* Institutional School--Developmentally Disabled
** Includes Vocational Skills Center

District Enrollments

Table 2 displays the enrollments by category of elementary, middle, junior high and high school. In addition district totals are provided.

Table 2

Enrollment by Building Type and District Totals

District	Elem	Mid	Jr Hi	High	Total
Bickleton	29			55	84
Cle Elum/Roslyn	297	164		244	705
Damman	20			0	20
Easton	27			43	70
Ellensburg	1051	589		771	2411
Goldendale	487	412		395	1294
Grandview	1006	506		576	2088
Granger	510			340	850
Highland	297	229		222	748
Kittitas	276			233	509
Mabton	330			204	534
Mt. Adams	436	192		193	209
Moxee	846	427		515	1788
Naches Valley	529	356		372	1257
Royal	403	129		244	776
Selah	902	622	476	960	2960
Sunnyside	1051	1050	820	666	3587
Thorp	83			60	143
Toppenish	1398	534		513	2445
Union Gap	326	150		0	476
Wahluke	175	85		0	260
Wapato	674	538	567	878*	2657
West Valley	1679		935	667	3281
Yakima	5604		2401	2848*	10853
Zillah	371	203		236	810

* Includes alternative school enrollment.

Certificated Staff

Table 3 displays the number of certificated staff by categories of elementary, middle, junior high and high school.

Alternative school staffing for Yakima district #7 and Wapato #207 are included in the high school factors. The Yakima Valley Vocational Skill Center staff are also included in the Yakima District #7 high school count.

Table 3

Certificated Staff by Category and Total Certificated Staff

District	Elem	Mid	Jr Hi	High	Total
Bickleton	4			10	14
Cle Elum/Roslyn	17	12		16	45
Damman	2			0	2
Easton	3			11	14
Ellensburg	57	32		42	141
Goldendale	22	23		22	67
Grandview	47	25		34	106
Granger	25			22	47
Highland	17	15		21	53
Kittitas	14			14	28
Mabton	18			16	34
Mt. Adams	20	14		17	51
Moxee	38	22		22	82
Naches Valley	21	25		20	66
Royal	19	5		12	36
Selah	50	30	27	49	156
Sunnyside	51	47	42	40	180
Thorp	5			12	17
Toppenish	62	23		31	110
Union Gap	13	16		0	29
Wahluke	7	5		0	12
Wapato	32	29	34	36*	131
West Valley	93		44	37	174
Yakima	221		109	154*	489
Zillah	14	18		19	51

* Vocational Skills Center and/or alternative schools.

Bargaining Status

Table 4 indicates districts with and without formal collective bargaining agreements.

Table 4

School Districts Within Educational Service District With Formal Collective Bargaining Agreement

District	With	Without
Bickleton		X
Cle Elum/Roslyn	X	
Damman		X
Easton	X	
Ellensburg	X	
Goldendale	X	
Grandview	X	
Granger	X	
Highland	X	
Kittitas	X	
Mabton	X	
Mt. Adams	X	
Moxee	X	
Naches Valley	X	
Royal	X	
Selah	X	
Sunnyside	X	
Thorp	X	
Toppenish	X	
Union Gap	X	
Wahluke	X	
Wapato	X	
West Valley	X	
Yakima	X	
Zillah	X	

Organizational Affiliation

Table 5 reflects the formally designated organizations which represent faculty members in the collective bargaining process in the districts. The rights and obligations of these organizations are defined by various federal and state laws.

Table 5

Bargaining Agent

NEA/WEA	AFT/WFT	INDEPENDENT
Cle Elum/Roslyn 404		Easton 28
Grandview 116/200		Ellensburg 401
Granger 204		Mabton 120
Goldendale 404		Royal 160
Highland 203		Wahluke 73
Kittitas 403		
Mt. Adams 209		
Moxee 90		
Naches JT3		
Selah 119		
Sunnyside 201		
Thorp 400		
Toppenish 202		
Union Gap 2		Bickleton (no association)
Wapato 207		Damman (no association)
West Valley 208		
Yakima 7		
Zillah 205		

Duration of Agreement

Negotiated contracts in the State of Washington are limited in duration to no more than three years by RCW 41.59, Educational Employee Relations Act. Only nine two-year contracts and one one-year contract exist in the school districts studied. Thirteen of the districts have

three year contracts. The effective dates for the majority of contracts correspond by reference to the districts' academic year calendars.

Table 6

Duration of Agreement

1 Year	2 Years	3 Years
Royal 160	Easton 28	Cle Elum/Roslyn 404
	Ellensburg 401	Goldendale 404
	Granger 204	Grandview 116/220
	Moxee 90	Highland 203
	Naches JT3	Kittitas 403
	Selah 119	Mabton 120
	Thorp 400	Mt. Adama 209
	Union Gap 2	Sunnyside 201
	West Valley 208	Toppenish 202
	Zillah 205	Yakima 7
		Wahluke 73
		Wapato 207

Re-opener Clause

All but two of the agreements contained provisions for re-opening the current contract. Table 7 provides the specific re-openers on stated subjects such as salary, benefits and load; and in many cases, a specific time for re-opening negotiations is indicated.

Table 7

Re-Opener Clause

Contracts with Re-openers	Subjects for Renegotiation
Bickleton	Operates under policy--not applicable
Cle Elum/Roslyn	Re-open for amendment by mutual agreement on wages, hours and terms and conditions of employment
Damman	Operates under policy--not applicable
Easton	Re-opened for amendment by mutual consent
Ellensburg	Re-opened for amendment by mutual consent--Opened in May 84-85 to negotiate salary, fringe benefits and day placement in calendar
Goldendale	Re-opened annually for salary insurance, benefits and three (3) unspecified items of each party
Grandview	Re-opened for amendment by mutual agreement
Granger	Re-opened for amendment by mutual consent--annual re-opens for salary and fringes
Highland	Re-opened for amendment by mutual consent
Kittitas	Re-opened for amendment by mutual consent. Requests must be in writing and must include a summary of proposed amendment.
Mabton	Re-opened any time by mutual consent
Mt. Adams	Re-opened annually to negotiate salaries, insurance and calendar
Moxee	Base salary and increments
Naches Valley	Annual re-opener for salary, focus of which will be to determine the extent of salary pool
Royal	No re-opener provision *
Selah	Re-opener for amendment by mutual consent
Sunnyside	Annual re-openers on salary, benefits, load
Thorp	Salaries, fringes, extracurricular
Toppenish	Annual re-opener for salary, fringes and 3 additional items for each party
Union Gap	Contingent upon further legislation: salary, insurance
Wahluke	Re-opened for negotiation of salary, fringe benefits and three (3) items for each party each year
Wapato	Annual re-openers at any time contingent legislative action occurs

Table 7 (continued)
Re-Opener Clause

Contracts with Re-openers	Subjects for Renegotiation
West Valley	No re-opener (binding).*
Yakima	Re-opener for up to (3) items by each party 1985-86 and up to five (5) items each party for 1986-87.
Zillah	Re-opener for 1985-86 for salary, fringe benefits and co-curricular schedule.

* These contracts do stipulate a date after which negotiations may commence on the total agreement.

Academic Calendar

Table 8 indicates the status of the academic calendar in district contracts. Although the majority of the districts incorporate the calendar in the contract, in many cases the calendar is included only for information purposes and its presence in the contract does not indicate that the calendar is a negotiated item.

Table 8

Academic Calendar

District	Provisions not Included	Recommendations from Faculty	Incorporated into Contract	Comments
Bickleton				Operates under district policy
Cle Elum/Roslyn	X		X	Reference to calendar
Damman				Operates under district policy
Easton	X			Operates under district policy
Ellensburg			X	Only as informative addendum
Goldendale	X		X	Only as informative addendum
Grandview			X	Reference to calendar, mutual agreement
Granger				Negotiated language
Highland		X	X	Reference to calendar, mutual consent
Kittitas		X	X	Reference to calendar, mutual consent
Mabton	X		X	Only as informative addendum
Mt. Adams			X	Negotiated language
Moxee		X	X	Mutual agreement to change calendar negotiated language
Naches Valley			X	Negotiated language
Royal	X		X	Only as informative addendum
Selah			X	Only as informative addendum
Sunnyside	X			Change in district calendar, mutual agreement
Thorp	X			
Toppenish		X	X	Only as informative addendum
Union Gap	X			Change in district calendar, mutual agreement
Wahluke		X		Mutual consideration
Wapato		X	X	Mutual agreement
West Valley	X		X	Only as informative addendum
Yakima		X	X	Members serve on a committee
Zillah	X		X	Only as informative addendum

Work Day

Table 9 indicates that the most prevalent work day designation is 7 1/2 hours per day. All work day provisions include a duty-free period for lunch of at least 30 minutes per day. Three of the contracts do not specify a minimum or maximum length of the work day.

Table 9

Work Day

District	(Per Day) Hrs	Min	Provision Language
Bickleton	7	45	Start & dismissal times vary from school to school determined by district.
Damman			Operates under district policy
Easton	7	35	
Ellensburg	7	30	30 min. before & after school.
Goldendale	Not specified		30 min. before school; 30 min. after school.
Grandview	7	30	Start & dismissal times vary. 30 min. before school; 30 min. after school.
Granger	7	30	30 min. before school; 30 min. after school.
Highland	7	30	30 min. before and after school.
Kittitas	7	30	30 min. before school; 30 min. after school.
Mabton	7	30	Start & dismissal times vary from school to school. Determined by district.
Mt. Adams	7	30	
Moxee	7	30	Start & dismissal times vary from school to school. 30 min. before and after school.
Naches Valley	7	30	Start & dismissal times vary; determined by district.
Royal	Not specified		30 min. before & after school; 2 relief periods of 15 min. for elementary teachers.
Selah	7	30	30 min. before & after school
Sunnyside	7	30	30 min. before school; 30 min. after school.
Thorp	7	30	Start and dismissal time 30 min. before; 30 min. after.

Table 9 (continued)

Work Day

District	(Per Day) Hrs	Min	Provision Language
Toppenish	7	30	Start and dismissal times determined by district.
Union Gap	Varies by grade level		30 min. before & after school.
Wahluke	Not specified		30 min. before & after school.
Wapato	7	30	Start & dismissal times vary; determined by district.
West Valley	7	30	
Yakima	7	30	Elementary & Jr. High;
	7	35	Sr. High;
	7	45	Psychologists & Couns.
Zillah	8	0	30 min. before & after school.

Preparation Time

Preparation periods as indicated in Table 10 are specified within all contracts except for the Wahluke District. The greatest variation in the range of preparation periods occurs at the elementary level. Because district structures vary, particularly with regard to middle school or junior high organization, special applications are noted in the comments column.

Table 10

Preparation Time

District	Elementary K-6	Middle Jr. High	Sr. High	Comments
Bickleton				By policy
Cle Elum/Roslyn	50 min./day	50 min./day	50 min./day	All schools
Damman				By policy
Easton	50 min./day	50 min./day	50 min./day	All schools
Ellensburg	150 min./wk.	1 class period/day	1 class period/day	Daily class period for 6-12
Goldendale	When students are with specialists		1 class period/day	K-8; 9-12
Grandview	45 min./day	45 min./day	45 min./day	All schools
Granger	90 min./wk.	1 class hr./day	1 class hr./day	
Highland	150 min./wk	1 class period/day	1 class period/day	May reopen class contact requirements if statute changes
Kittitas	50 min./day	50 min./day	50 min./day	
Mabton	30 min./day	1 class period/day	1 class period/day	
Mt. Adams	Prior to 1st class + 15 min./day	1 class period/day	1 class period/day	Daily class period prep time for grades 6-12
Moxee	Minimum of 100 minutes/wk.	1 class period/day	1 class period/day	Daily class periods for grades 6-12

Table 10 (continued)

Preparation Time

District	Elementary K-6	Middle Jr. High	Sr. High	Comments
Naches Valley	150 min./wk. & when students are with specialists	1 class period/day	1 class period/day	Daily class periods for grades 6-12
Royal	30 min./day	Minimum 45 min./day	Minimum 45 min./day	
Selah	30 min./day	1 class period/day	1 class period/day	
Sunnyside	When students are with specialists	1 class period/day	1 class period/day	For K-6: prep time also for 1/2 hr. 4 days/wk. after students are dismissed
Thorp	----------Not specified----------			Prep time during instructional school day
Toppenish	120 min./wk.	1 class period/day	1 class period/day	Establishes committee to make recommendations re: elementary prep time
Union Gap	50 min./day	50 min./day		
Wahluke	----------	NOT SPECIFIED	----------	

Table 10 (continued)

Preparation Time

District	Elementary K-6	Middle Jr. High	Sr. High	Comments
Wapato	45 min./day & when students with specialist	45 min./day	45 min./day	
West Valley	30 min./day or 150 min./wk	1 class period/day	1 class period/day	
Yakima	150 min./wk.	1 class period/day	1 class period/day	Includes special rules re: libraries & media centers
Zillah	--	--	1 class period/day	Specified for grades 9-12 only

Work Days in School Year

Table 11 indicates a range of work days required from 181 to 184 days for districts studies. In addition two districts stipulate a different requirement for new hires.

Table 11

Work Days in School Year

District		
Bickleton	Policy	
Cle Elum/Roslyn	182	
Damman	Policy	
Easton	183	
Ellensburg	182	
Goldendale	183	
Grandview	182	
Granger	181	182 for new hires
Highland	182	
Kittitas	183	
Mabton	182	
Mt. Adams	181	
Moxee	182	183 for new hires
Naches Valley	182	
Royal	182	
Selah	183	
Sunnyside	182	
Thorp	182	
Toppenish	182	
Union Gap	182	
Wahluke	184	
Wapato	182	
West Valley	182	
Yakima	183	
Zillah	182	

Maintenance of Standards

Table 12 indicates those contracts which contain an explicit clause providing for maintenance of standards or which contain wording which effectively prevents the district from reducing conditions of employment during the life of the contract. The "comments" column lists the specific standards/items which must be maintained.

Table 12

Maintenance of Standards

District	Yes	No	Comments
Bickleton			Operates under district policy
Cle Elum/Roslyn		X	
Damman			Operates under district policy
Easton		X	
Ellensburg		X	
Goldendale	X		Terms of contract, salaries and benefits
Grandview	X		Salaries and economic benefits
Granger	X		Salaries and economic benefits
Highland	X		Past practices re: wages, hours, terms & conditions of employees
Kittitas	X		All terms and conditions of employment
Mabton	X		Salaries, benefits, terms & conditions of employment
Mt. Adams	X		Salaries and Economic benefits
Moxee	X		Salaries and district paid insurance benefits
Naches Valley		X	
Royal	X		
Selah	X		Wages, hours, terms & conditions of employment including rules, policies, and past practices
Sunnyside	X		Salaries and Economic benefits
Thorp		X	
Toppenish		X	
Union Gap	X		Past practice re: wages, hours, terms and conditions of employment
Wahluke	X		Salaries, benefits, leaves
Wapato	X		Salaries and economic benefits
West Valley	X		Salaries and economic benefits
Yakima	X		Salaries and benefits
Zillah		X	

Class Size

Table 13 indicates a wide range of class size provisions among districts studied. Six of the district agreements indicate a uniform size consistent with staff and facilities. Three districts indicate a specific ratio with an allowable band. Two districts indicate a variable minimum or desired ratio and a maximum based upon building type. One district indicates strict compliance with WAC 180-16-200(1). Six district contracts contain no provision addressing class size on workload. Seven districts have an exemption clause for PE, band, choir and other traditionally high enrollment classes.

Table 13

Class Size
Student Classroom Teacher Ratio by Building Type

District	Elem.	Middle	Junior High	Senior High	Variable/ Band	Exemption Clause
Bickleton	Policy	-	-	-	-	-
Cle Elum/Roslyn	Maintain class loads below 30					no
Damman	Policy					
Easton	None	-	-	-	-	-
Ellensburg	None	-	-	-	-	-
Goldendale	Equal loads				no	no
Grandview	Uniform size consistent with staff and facilities					no
Granger	26-1	26-1	-	26-1	yes	yes
Highland	Uniform	-	-	-	no	no
Kittitas	Uniform size consistent with staff and facility					yes
Mabton	26-1	26-1		26-1	yes	yes
Mt. Adams	Equal within subject areas and/or grade level					
Moxee	None	-	-	-	-	-
Naches Valley	26-1	26-1		26-1	10%	yes
Royal	General Statement					yes
Selah	Uniform size consistent with staff and facilities					no
Sunnyside	Uniform size consistent with staff and facilities					no
Thorp	None	-	-	-	-	-
Toppenish	Pref-22 Max-25	Pref-25 Max-30	Pref-25 Max-32	Pref-25 Max-32	yes	yes

Table 13 (continued)

Class Size
Student Classroom Teacher Ratio by Building Type

District	Elem.	Middle	Junior High	Senior High	Variable/ Band	Exemption Clause
Union Gap	Uniform consistent with staff and facilities					no
Wahluke	None	-	-	-	-	-
Wapato	None	-	-	-	-	-
West Valley	Min-22 Max-25	Min-25 Max-30	Max-32	Min-25	yes	yes
Yakima	None	-	-	-	-	-
Zillah	WAC 180-16-200(1)		23:1 Ratio		-	-

Student Discipline Provisions

Table 14 regarding student discipline indicates three basic types of provisions. The first category is very specific and outlines the various steps to be taken. The second category references general steps and the last category specifies federal or state law or administrative code.

Table 14

Student Discipline Provisions

District	Specific	General	Fed/ State	Regulations	None
Bickleton	Policy				
Cle Elum/Roslyn		X	X		
Damman	Policy				
Easton		X			
Ellensburg		X	X		
Goldendale		X	X		
Grandview	X		X		
Granger		X	X		
Highland		X	X		
Kittitas			X		
Mabton		X	X		
Mt. Adams		X	X		
Moxee		X	X		
Naches Valley			X		
Royal		X	X		
Selah		X	X		
Sunnyside		X	X		
Thorp					X
Toppenish	X		X		
Union Gap		X	X		
Wahluke		X	WAC 180.44.020		
Wapato		X	X		
West Valley		X			
Yakima			X		
Zillah		X	X		

Extracurricular Compensation Provisions

All school districts in the ESD #105 compensate individuals who coach, direct, or advise student activities. The individual school district's contract specifies what activities are to be compensated as indicated in Table 15.

The methods of compensation are (1) Percentage of base, (2) A set salary for activity, or (3) weighted points value indexed to the base.

Table 15

Extracurricular Compensation Provisions

District	Athletics	Performing Arts	Student Activities	Methods of Compensation
Bickleton	Policy	----------	----------	----------
Cle Elum/Roslyn	Yes	Yes	Yes	Percentage of base
Damman	Policy	----------	----------	----------
Easton	Yes	Yes	Yes	Percentage of base
Ellensburg	Yes	Yes	Yes	Percentage of base
Goldendale	Yes	Yes	Yes	Percentage of base
Grandview	Yes	Yes	Yes	Experience factor to base
Granger	Yes	Yes	Yes	Percentage of base
Highland	Yes	Yes	Yes	Indexed to base
Kittitas	Yes	Yes	Yes	Percentage of base
Mabton	Yes	Yes	Yes	Set salary for each activity
Mt. Adams	Yes	Yes	Yes	Percentage of base
Moxee	Yes	Yes	Yes	Indexed to base
Naches Valley	Yes	Yes	Yes	Percentage of base
Royal	Yes	Yes	Yes	Percentage of base
Selah	Yes	Yes	Yes	Two indexed to base
Sunnyside	Yes	Yes	Yes	Experience factor to base
Thorp	Yes	Yes	Yes	Percentage of base
Toppenish	Yes	Yes	Yes	Points times percentage of base
Union Gap	Yes	Yes	Yes	Percentage of base
Wahluke	Yes	Yes	Yes	Percentage of base
Wapato	Yes	Yes	Yes	Points + percentage of base
West Valley	Yes	Yes	Yes	Weighted points times point value
Yakima	Yes	Yes	Yes	Weighted factor on base
Zillah	Yes	Yes	Yes	Percentage of base

Certified Employee Evaluation

Table 16 indicates that all but two districts provide a form and procedure for evaluation in the contract. In all districts, the evaluation is conducted by the administration. None of the districts provides for merit based upon evaluation.

Table 16

Teacher Evaluations

District	Form and Procedure in Cont.	By Administration	By Faculty	Merit System
Bickleton	Operates under policy			
Cle Elum/Roslyn	Yes	X		
Daman	Operates under policy			
Easton	Yes	X		No
Ellensburg	Yes	X		No
Goldendale	No	X		No
Grandview	Yes	X		No
Granger	Yes	X		No
Highland	Yes	X		No
Kittitas	Yes	X		No
Mabton	Yes	X		No
Mt. Adams	Yes	X		No
Moxee	Yes	X		No
Naches Valley	Yes	X		No
Royal	Yes	X		No
Selah	Yes	X		No
Sunnyside	Yes	X		No
Thorp	Yes	X		No
Toppenish	Yes	X		No
Union Gap	Yes	X		No
Wahluke	Yes	X		No
Wapato	Yes	X		No
West Valley	Yes	X		No
Yakima	No	X		No
Zillah	Yes	X		No

Grievance Procedures

Table 17 indicates contracts which contain formal grievance procedures and all districts except Cle Elum/-Roslyn rely upon binding arbitration for final resolution. In the Cle Elum/Roslyn contract a court of competent jurisdiction is specified as the means for achieving final resolution, although binding arbitration is optional by mutual consent of the Association and District.

Two districts have broad grievance definitions which include policies and practices in addition to violations or misapplications of the contract. All other districts have narrow definitions which limit grievances to violations, misinterpretations, or misapplications of the contract.

Table 17

Grievance Procedures

District	Definition		Resolution Procedures		
	Narrow	Broad	Board of Directors	Fact Finding/ Mediation	Binding Arbitration
Bickleton	Policy		-	-	-
Cle Elum/Roslyn	X		Yes		Arbitration or litigation
Damman	Policy		-	-	-
Easton	X		Yes	No	Yes
Ellensburg	X		Yes	No	Yes
Goldendale	X		Yes	No	Yes
Grandview	X		Yes	No	Yes
Granger	X		No	No	Yes
Highland	X		No	No	Yes
Kittitas	X		Yes	No	Yes
Mabton	X		No	No	Yes
Mt. Adams	X		Yes	No	Yes
Moxee	X		No	No	Yes
Naches Valley	X		No	No	Yes
Royal		X	Yes	No	Yes
Selah	X		No	No	Yes
Sunnyside	X		Yes	No	Yes
Thorp	X		Yes	No	Yes
Toppenish	X		Yes	No	Yes
Union Gap	X		No	No	Yes
Wahluke		X	Yes	No	Yes
Wapato	X		Yes	No	Yes
West Valley	X		No	No	Yes
Yakima	X		Yes	No	Yes
Zillah	X		Yes	No	Yes

Assignment/Re-assignment/Transfer

Most districts have provisions for voluntary or involuntary transfer of staff. Voluntary transfer requests have to be considered by the district or its representative prior to hiring new teachers. However none of the district have a provision which gives in-district staff preference on a job.

Table 18

Assignment/Re-assignment/Transfer Provisions

District		Involuntary Transfer	Voluntary Transfer	In-district Preference	Comments
Bickleton		Policy			
Cle Elum/ Roslyn	404	Yes	Yes	No	Teachers complete request form
Damman	7	Policy			
Easton	28	No	No	No	-
Ellensburg	401	No	No	No	-
Goldendale	404	Yes	Yes	No	Requests considered by superintendent
Grandview	116/200	Yes	Yes	No	Requests considered by district
Granger	204	Yes	Yes	No	Requests considered by superintendent
Highland	203	Yes	Yes	No	Requests considered by Superintendent
Kittitas	403	Yes	Yes	No	Assigned by guidelines involving teacher preparation
Mabton	120	Yes	Yes	No	Requests considered by district
Mt. Adams	209	Yes	Yes	No	Teacher requests considered by superintendent before hiring outside
Moxee	90	Yes	Yes	No	Requests considered by superintendent
Naches Valley	JT3	Yes	Yes	No	District gives priority consideration to present teaching staff

Table 18 (continued)

Assignment/Re-assignment/Transfer Provisions

District		Involuntary Transfer	Voluntary Transfer	In-district Preference	Comments
Royal	160	No	No	No	-
Selah	119	Yes	Yes	No	Vol. transfer requests reviewed by superintendent prior to hiring new teacher
Sunnyside	201	Yes	Yes	No	Requests considered by superintendent
Thorp	400	No	No	No	-
Toppenish	202	Yes	Yes	No	Requests considered by superintendent
Union Gap	2	Yes	Yes	No	Requests considered by superintendent
Wahluke	73	Yes	Yes	No	Requests considered by superintendent
Wapato	207	Yes	Yes	No	Requests considered by superintendent
West Valley	208	Yes	Yes	No	Requests considered by superintendent
Yakima	7	Yes	Yes	No	Application for new Positions made to superintendent
Zillah	205	Yes	Yes	No	Requests considered by district

Leaves

Some districts have sabbatical leaves for the certificated staff; however, only three districts have any compensation allowable during leave. Those districts provide benefits only for the employee whie on sabbatical leave. No compensation other than benefits is paid.

Table 19

Leaves

		Sick	Personal	Sabbatical	Unpaid Extended Absences	Special	Military (Federal & State Statutes)	Teacher Exchange	Educational Improvement	Family Illness (Emergency)	Funeral, Bereavement	Professional Mtg.	Jury Duty & Subpoena	Maternity/Adoption	Child Rearing	Disability
Bickleton	84	Policy														
Cle Elum/Roslyn	404	X	X		X					X		X	X	X		
Damman	7	Policy														
Easton	28	X	X		X		X	X	X	X	X		X	X		
Ellensburg	401	X	X		X		X	X	X	X	X		X	X		
Goldendale	404	X	X		X		X	X	X	X	X	X	X	X	X	X
Grandview	116/200	X	X	*	X		X	X	X	X	X	X	X	X	X	X
Granger	204	X	X		X		X		X	X	X	X	X	X		X
Highland	203	X	X		X					X	X	X	X	X	X	X
Kittitas	403	X	X	*	X				X		X	X	X	X	X	X
Mabton	120	X	X	X				X	X	X	X	X		X		X
Mt. Adams	209	X	X	X	X		X	X	X	X	X	X	X	X		X
Moxee	90	X	X		X		X	X	X	X	X	X	X	X		X
Naches Valley	JT3	X	X		X		X			X	X	X	X	X		X
Royal	160	X	X		X				X	X	X	X	X	X		X
Selah	119	X			X		X	X	X	X	X	X	X	X		X
Sunnyside	201	X	X	*	X		X	X	X	X	X	X	X	X	X	X
Thorp	400															
Toppenish	202	X	X	X	X		X	X	X	X	X	X	X	X	X	X
Union Gap	2	X	X	X	X		X	X	X	X	X	X	X	X	X	X
Wahluke	73	X	X		X				X	X	X	X		X	X	X

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Table 19 (continued)

Leaves

		Sick	Personal	Sabbatical	Unpaid Extended Absences	Special	Military (Federal & State Statutes)	Teacher Exchange	Educational Improvement	Family Illness (Emergency)	Funeral, Bereavement	Professional Mtg.	Jury Duty & Subpoena	Maternity/Adoption	Child Rearing	Disability
Wapato	207	X	X	X	X		X	X		X	X	X	X	X		
West Valley	208	X			X		X	X	X	X	X	X	X	X		X
Yakima	7	X	X		X		X	X	X	X	X	X	X	X		
Zillah	205	X	X	X	X		X	X	X	X	X	X	X	X	X	X

* Districts provide benefits (insurance) but no compensation. In other districts, sabbatical leave is leave without any form of compensation.

Bargaining Unit Membership/Representation Fees

Table 20 indicates that there are no closed or union shop requirements in any contracts; however, all but three of the contracts contain provisions for representation fees.

Table 20

District	Closed Shop	Agency Shop	Representation Fee	Comments
Bickleton	Policy	-	-	
Cle Elum/Roslyn	No	No	No	
Damman	Policy	-	-	
Easton	No	No	Yes	Fee determined by Association
Ellensburg	No	No	No	
Goldendale	No	No	Yes	Fee determined by Association
Grandview	No	No	Yes	Fee determined by Association
Granger	No	No	Yes	Fee equal to dues and assignments less PULSE and NEAPAC
Highland	No	No	Yes	Fee determined by Association
Kittitas	No	No	No	
Mabton	No	No	Yes	Fee determined by Association
Mt. Adams	No	No	Yes	Fee determined by Association
Moxee	No	No	Yes	Fee determined by Association
Naches Valley	No	No	Yes	Fee determined by Association
Royal	No	No	Yes	Fee determined by Association
Selah	No	No	Yes	Fee determined by Association

Table 20 (continued)

District	Closed Shop	Agency Shop	Representation Fee	Comments
Sunnyside	No	No	Yes	Fee determined by Association
Thorp	No	No	Yes	Fee determined by Association
Toppenish	No	No	Yes	Fee determined by Association
Union Gap	No	No	Yes	Fee equal to membership dues and assessments less PULSE or NEAPAC
Wahluke	No	No	Yes	Fee determined by Association
Wapato	No	No	Yes	$1.25 per day for replacements; fee determined by Association
West Valley	No	No	Yes	Fee determined by Association
Yakima	No	No	Yes	Fee equal to $6.00 less than unified dues
Zillah	No	No	Yes	Fee determined by Association

CHAPTER III

CONTRACT ITEM ANALYSIS

An Overview

Contracts are not administered at the bargaining table. They are administered within each of the divisions or units, within each of the separate buildings, and throughout all aspects of the day-to-day functioning of the school district. For this reason, first line management, principals and district administrators must be involved in the development of management's positions, rationale, and language proposals and counter-proposals. Despite past efforts by upper-echelon management to shield these first-line administrators from the adversarial roles so often attached to bargaining, many key administrators now recognize that all members of the district's management team must be involved in contract development. While not all administrators desire involvement at the table due to the possible erosion of faculty relationships as well as their former or current teaching status, most administrative personnel should welcome the opportunity to review language provisions that have specific impact upon their managerial functions.

The Contract Item Analysis (CIA) process developed by Janes and Lovell provides a method for first-line administrators to review language and make recommendations,

even if they do not serve directly at the bargaining table. The process and format for implementing the CIA is easily assimilated into a management team's preparation procedures and is readily adaptable for use by diverse schools, divisions, or units.

The Format

The CIA process is systematic and may be used at various stages during the collective bargaining process to:

Analyze the current contract
Analyze the teacher proposals
Develop alternative language for management
Develop counter proposals
React to union language during negotiations

Figure 1 is an example of the CIA process.

Specific contract language that a reactor desires to analyze is identified with Column 1. Management may wish to expedite the process and alleviate tedium by preparing CIA forms containing the contract language already printed within Column 1. This courtesy by management toward its team demonstrates the desire for involvement of first-line administrators.

Implications of the specific provisions being analyzed are delineated in Column 2. Respondents may be encouraged to react to all language of the contract or only provisions relative to their own job functions by focusing on four key operational areas:

General Administration
Finance
Personnel
Curriculum

A fifth area--Other--is also provided to allow considerations of miscellaneous implications. Not all provisions will necessitate a reaction or require an analysis.

When negative implications of contract provisions are identified, the reactor should make every effort to suggest specific changes to remediate the situation by recommending the language to be deleted, modified, or expanded to alleviate the negative impacts. Column 3 provides the reactor space within which to provide alternative language and stipulate an acceptable compromise.

Amplification of the Process

Several illustrations are provided below in which actual school district contract provisions have been analyzed. The language comes from existing contracts in different districts in many states. This illustrates that the CIA process is not geographically limited. The generic nature of process and the scope of collective bargaining in school districts permits wide utilization. The five areas selected for analysis include evaluation, academic freedom, class size, maintenance of standards, and grievance procedures. Language as well as compromises must be considered as suggestions and not as absolute solutions to the managerial problems implicit within the contract provisions.

Figure 1

Contract Item Analysis (CIA) Process Model

Item: Article or Section Heading and Number		Unit/Building: Respondent:
(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
(The specific clause to be analyzed is written in total.)	A. General Administration B. Finance: C. Personnel: D. Curriculum: E. Other:	(The reactor is expected to suggest what he/she perceives to be acceptable terms or wording.)

Figure 2

Contract Item Analysis (CIA)

Item: Employee Evaluation 4.4

Unit/Building: Middle School
Respondent: Langan

(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
The evaluator shall meet with the employee immediately following the classroom observation to discuss the evaluation.	A. General Administration: Schedule impossible to keep. Need time to consider the write-up. Will result in a hap-hazard evaluation. B. Finance: Poor write-up Could yield a grievance or worse, litigation. Cost of lawyer, fees, and time. C. Personnel: Employee's schedule may prohibit "immediate" response. Secretary must have time to type. May need to be reviewed by personnel director. D. Curriculum: No direct effect noted. E. Other: How do you define "immediately"?	Alternative Language: The evaluator shall meet with the employee within 10 school days following the classroom observation to discuss the evaluation. Compromise: Go down to 7 school days.

Figure 3

Contract Item Analyzer (CIA)

Item: Grievance/Arbitration 5.2 (a) (b)

Unit/Building: Central Administration
Respondent: Torres

(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
a) A "grievance" shall mean a claim that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this agreement, or of existing or future Board rule, policy or practice, or that an employee has been treated inequitably. a) The parties agree that nothing provided for in the agreement shall be excluded from the arbitrator's jurisdiction. The parties recognize that the	A. General Administration: The definition contained in 5.2 (a) is so broad that any thing can be grieved and, because of 5.2 (b), end up in binding arbitration. This effectively takes the administration of the district and the policy-making power out of the hands of the administration and the Board and enables a third party to run the district. B. Finance: The cost of arbitrations, as well as implementing the decisions, would be horrendous.	A grievance is defined as any condition, action, or lack of action on the part of the district that the faculty member or faculty representative believes to be a violation or misapplication of this agreement. --NO Compromise to include policy or practice! Only procedures should be arbitrable--content should not be arbitrable; perhaps the

Figure 3 (continued)

Contract Item Analyzer (CIA)

Item: Grievance/Arbitration 5.2 (a) (b)

Unit/Building: Central Admin.
Respondent: Torres

(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
arbitrator's decision shall be final and binding upon them.	C. Personnel: The district would have to hire an attorney and secretaries just to keep up with the paperwork and workload in processing grievances and defending the district in arbitrations. D. Curriculum: With everything, including course content and scheduling, subject to grievance and arbitration, curriculum planning and scheduling would be impossible.	Board or superintendent should be the last step in grievances relating to content, i.e., evaluation.

Figure 3 (continued)

Contract Item Analyzer (CIA)

Item: Grievance/Arbitration 5.2 (a) (b)		Unit/Building: Central Admin. Respondent: Torres
(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
	E. Other: The district would be paralyzed. The abritrator(s) would be the decision-makers. Not everything that's grievable should be arbitrable! For example, the evaluation procedure may be grievable and arbitrable; but the content of the evaluation should not be arbitrable.	

Figure 4

Contract Item Analyzer (CIA)

Item: Class Size 8.4		Unit/Building: Curriculum & Scheduling Respondent: Torres
(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
The District shall maintain a class size maximum for grades K-3 of 15 students per instructional class, and a maximum for grades 4-12 of twenty students per instructional class.	A. General Administration: Eliminates any flexibility if enrollments fluctuate. B. Finance: One additional student could require the hiring of an extra teacher, particularly in elementary grades where students have no electives to enroll in. The cost of extra staff could upset the budget balance. C. Personnel: B above=extra faculty.	Class sizes should not be in the contract! If a reference to class size is necessary, make reference to state guidelines or statute. At least make references to class size, if necessary, based on a range with enough flexibility.

Figure 4 (continued)

Contract Item Analyzer (CIA)

Item: Class Size 8.4		Unit/Building: Curriculum & Scheduling Respondent: Torres
(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
	D. Curriculum: Rigid maximums may severely limit class choices for high school students. Would class enrollments be on a first come/first served basis or on a priority basis?	
	E. Other:	

Figure 5

Contract Item Analyzer (CIA)

Item: Academic Freedom 7.3

Unit/Building: High School
Respondent: Thompson

(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
Academic freedom shall be guaranteed to all employees, and no limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to the accepted standards of professional responsibility.	A. General Administration: Rights of free speech, etc. are protected by the Constitution. This is overkill. Grievability/arbitrability are problems here. This clause could be cited in a grievance over any kind of disciplinary action. B. Finance: Cost of grievances C. Personnel: NA D. Curriculum: Can district Student Learning Objectives (SLO's) be enforced?	1. DELETE 2. Language should protect SLO's if necessary to have an academic freedom clause. 3. Should not be arbitrable!

Figure 5 (continued)

Contract Item Analyzer (CIA)

Item: Academic Freedom 7.3		Unit/Building: High School Respondent: Thompson
(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
E. Other: This can be a catch-all for responding to any kind of complaint or disagreement. What are "accepted standards of professional responsibility"?		

Figure 6

Contract Item Analyzer (CIA)

Item: Maintenance of Standards
Article III

Unit/Building: High School
Respondent: Perryman

(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
All terms and conditions of employment shall be maintained at not less than the highest minimum standard in effect at the time this agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this agreement. This agreement shall not be interpreted or applied to deprive teachers of any professional advantages heretofore enjoyed unless expressly stated herein.	A. General Administration: This clause brings in all the baggage of history and past practice and, thus, ties the district's hands. Technically, this clause could apply to the quality of the paper towels in the faculty restrooms. Any change within the district could be grieved on the basis of this clause if it is not specifically negotiated. Too many policies and/or permissive items become negotiable. Management rights and responsibilities are gutted.	1. Delete entire clause. 2. If such a clause is necessary, restrict applicability to salaries and economic benefits.

Figure 6 (continued)

Contract Item Analyzer (CIA)

Item: Maintenance of Standards Article III		Unit/Building: High School Respondent: Perryman
(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions
	B. Finance: The district would be unable to respond to price changes, etc.; cost of grievances/arbitration. C. Personnel: Could affect staffing levels even among non-cert's., i.e., secretaries, aides, custodians. D. Curriculum: SLO's could be frozen or made negotiable/ grievable.	

Figure 7

Contract Item Analyzer (CIA)

Item:		Unit/Building: Respondent:
(1) Proposed or Existing Language	(2) Implications	(3) Alternative Language/ Counters/Actions

A Final Word

A sample CIA format for utilization by school district personnel has been included in this chapter (See Figure 7). Should management duplicate the form and institute the process, one major caution must be observed. The CIA process assumes that reactors to language have some knowledge in the dangers of certain contract wording or provisions. As the likelihood of all managerial personnel possessing such competencies is minimal, substantive in-service training to develop an awareness of ambiguous language and other difficulties relative to specific provisions is essential. The process model developed in Chapter IV provides one method for ensuring competent contract development including administrative training on the specifics of collective bargaining.

CHAPTER IV

PROCESS MODEL

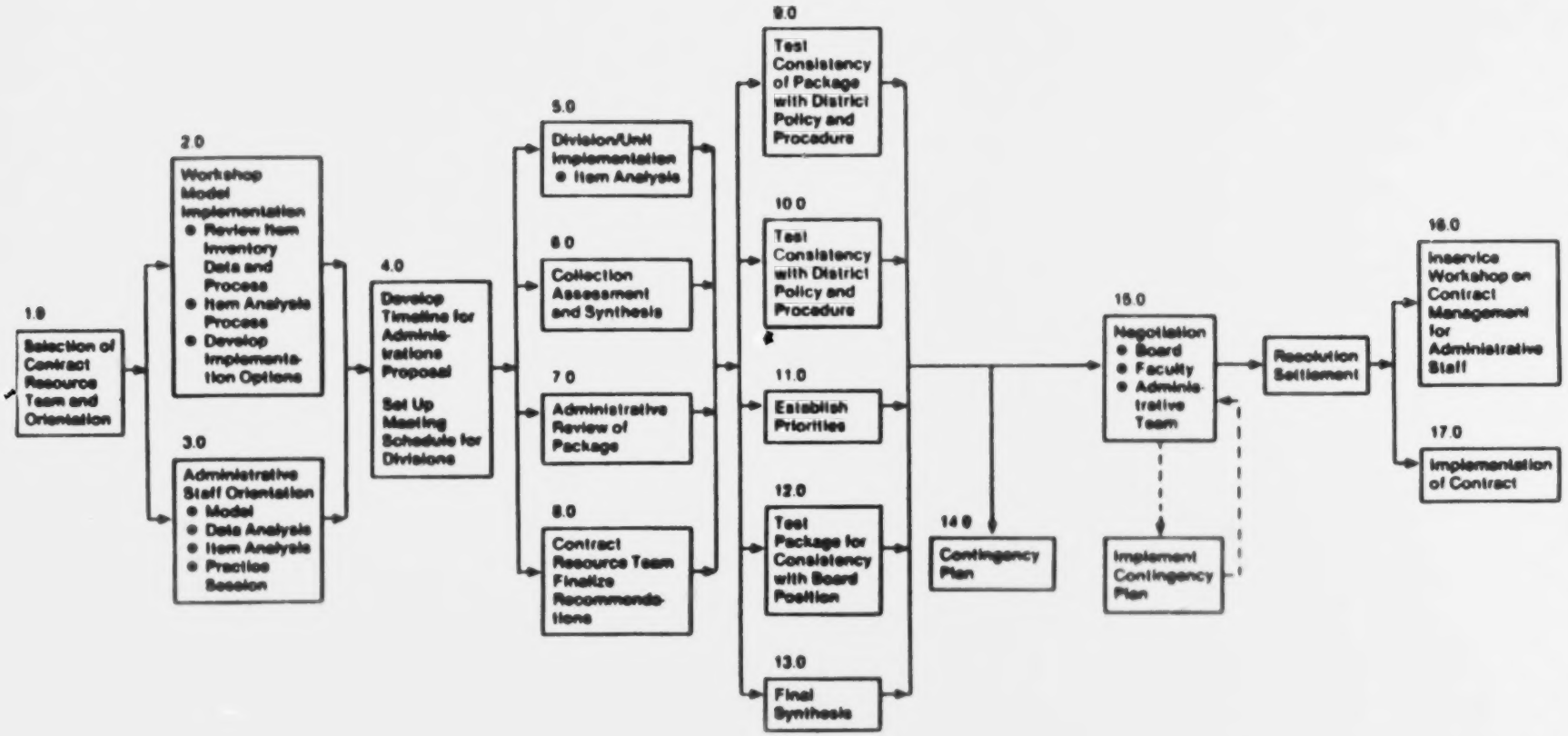
The ramifications of a collective bargaining agreement should preclude management from approaching the development of its positions without a specific plan. The process model depicted in Figure 8 provides a method for management to follow in developing its course of action. The authors recognize that in certain school districts with limited numbers of administrative staff the contract resource team provision of the model may not be applicable. However, the remainder of the model processes should be considered.

The initial step in the successful implementation of the process model will be the acceptance and endorsement by the chief administrative officer. If collective bargaining is to be a positive and productive process within the various public school districts, superintendents must realize the importance of broad involvement and training as it relates to contract negotiations and contract administration.

The authors believe that proper implementation of this model will significantly reduce grievances and provide for a more effective management of the contract on a day-to-day basis. The specific steps are amplified below:

Figure 8

Administrative Contract Resource Team Bargaining Model



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1.0 Selection of Contract Resource Team and Orientation

The Superintendent of the District must identify those administrators who represent a cross section of the administrative staff. The selection process should give primary consideration to identifying administrators who are committed to a consensus decision-making mode. The administrators selected should have line responsibility for the management of the contract.

It is recommended that administrators assigned to the actual negotiations process in step 16 of the model be drawn from this administrative contract resource team.

After selection of the administrative contract resource team, a workshop will be provided for the purpose of training the team on the following:

Introduction of the Model
Collective Bargaining: An integrative approach
The Scope of Bargaining in Washington State
-Review of Contract Provisions
-Review of R.C.W. and W.A.C.
-Review of Grievances Relative to Substantive Language Problems

2.0 Workshop: Model Implementation

A thorough explanation of the process model to the administrative contract resource team is essential. Each step of the process should be delineated with specific emphasis on the interfacing and sequencing of the component steps.

Review item inventory data and process
Review item analysis process
-Contract item analysis worksheet
-Options for utilization of worksheets
-Practice sessions in implementing contract item analysis
-Development of language parameters and consensus mode
Develop implementation options

3.0 Administrative Staff Orientation

At this step, the members of the administrative contract resource team meet with other administrators within their respective divisions or units to begin implementation of the process. This meeting, led by a member of the contract resource team, should begin with a brief outline of the process to be followed and should focus on the use of the item inventory data and sample provisions of other contacts which should be included in the materials to be distributed. After reviewing the item inventory data and the sample provision, the contract item analysis process will be presented as the method for identifying problem areas in the current contract or current teacher proposals and for recommending solutions to those problem areas. Examples of the contract item analysis form should be provided and the participants at the meeting should have an opportunity for experimenting with the contract item analysis worksheet during the meeting. This portion of the meeting should be patterned on the practice session and exercise presented in the contract resource team orientation (1.0).

4.0 Formal Implementation

At this point the entire administrative staff should be brought together and informed of the intent of the district to utilize the Team Management Bargaining Process. A projection of events and an organizational time-line will be developed and agreed upon. The time-lines should be developed with the cooperation and counsel of the chief negotiator. A tentative schedule of building meetings should be developed within the framework of the district time-lines.

Areas of responsibility should be determined and agreed upon.

Administrative Meeting
-District Time-line
-Division Time-lines
Determination of Responsibilities

5.0 Division/Unit Implementation

The building or unit should begin work on the contract using the item analyzer. The individual responsible for coordinating the work within the division or unit should thoroughly review the process with all personnel and emphasize the commitment on the part of the key district administrators for the process. The Superintendent's expectations as to the depth and quality of the analysis should be clearly delineated. Provisions for monitoring the development of the analysis should also be presented.

6.0 Collection, Assessment and Synthesis

The members of the contract resource team will gather and compile the item analysis worksheets from their assigned areas and consolidate the language proposals. A meeting of the contract resource team will be held and copies of the proposals will be provided for each member of the team.

Using consensus, the contract resource team will have the opportunity to assess the implications of the recommended proposals on their overall management functions. The use of consensus further provides for a synthesis of the recommended proposals into a comprehensive package of suggested language provisions, deletions, and modifications. This step assures (1) protection of necessary management functions at the divisional/unit level, (2) management acceptance and ownership of the comprehensive package, and (3) the existence of language parameters and compromises.

7.0 Administrative Review of Package

The comprehensive package developed by the contract resource team will be presented to the entire administrative staff for their review. Written comments and suggestions will be solicited from the administrative staff and reviewed by the contract resource team.

THE CONFIDENTIALITY OF THE PACKAGE MUST BE STRESSED AT THIS POINT.

All copies of the comprehensive package should be collected at the completion of this meeting by members of

the contract resource team and open discussion on the process and content should be avoided.

8.0 Finalize Recommendation

At this stage the contract resource team would finalize the recommendations, taking into consideration the information provided in step 7.0. As the administrative contract resource team is charged with the responsibility for presenting these recommendations to management's chief negotiator, the team should maintain records of the rationale utilized in deciding specific language and compromises.

9.0 Test Consistency with RCW and WAC

In cooperation with the contract resource team, the designated negotiator and, if necessary, the attorney for the District should review the comprehensive package to test the consistency of the recommendations with current RCW and WAC provisions. It is imperative that any inconsistencies with RCW and WAC be eliminated by bringing the proposals into conformity with RCW and WAC.

10.0 Test Consistency with District Policy and Procedure

The designated district negotiator and, as appropriate, the attorney for the district should review the comprehensive package to test its consistency with current district policies and procedures.

The identification of these inconsistencies inform the board and the administration of the possibility that policy revisions may be necessary if the recommendations are successfully negotiated.

11.0 Establish Priorities

The priorities of the contract resource team package should be reviewed with the designated negotiator. These priorities should be tempered by the negotiator's awareness of the realities of the bargaining process and the local conditions for bargaining. This activity will result in the development of compromise and final positions as well as the identification of potential trade-off items.

12.0 Test Package for Consistency with Board Position

At this stage it is assumed that the negotiator has met with the board and chief administrator to determine the District position on the various items.

Finally, the package should be reviewed by the negotiator to assure consistency with the board position and to discuss modifications.

13.0 Final Synthesis

The contract resource team, working with the negotiator, should reach agreement on the package to be presented for final board approval.

14.0 Contingency Planning

Sound collective bargaining practices necessitate that a district develop a contingency plan should a strike occur. Although management should approach each bargaining session with an attitude promoting positive resolution of the issues at hand, the history of bargaining in Washington state demonstrates the need for development of a strike plan as a sound managerial practice.

The idiosyncracies of each district prohibit a model strike plan from being effective; however, certain common needs are reflected in a pre-strike checklist discussed in Chapter V. A second phase of any contingency plan should be a method for post-strike management. When a strike ends, it is essential that operations return to normal at the earliest possible moment and with the least difficulty. Step-by-step procedures for the transition to normal operations must be enumerated. These procedures must be relative to the specific strike; consequently, this pre-strike inventory identifies general areas of concern. As a strike approaches resolution, management must provide specific practices to be followed for each general area to facilitate post-strike operations. In-service training for all management personnel should be provided.

15.0 Negotiations

Administrative members who will participate at the negotiations table should be chosen from the contract

resource team for the purpose of providing information on and clarification of the administrative package. The other members of the contract resource team not participating at the table should be available to address concerns which may arise in their areas of management responsibility.

16.0 In-service Workshop/Contract Management

Since it is the responsibility of upper level management to protect management rights and to reduce problems in labor relations, an extensive workshop on the negotiated agreement is essential once the document has been ratified. This workshop should clarify the agreement language and provide a common interpretation of the contract provisions. The workshop should be formal and should include the superintendent and the district negotiator. Ample time should be provided to review and discuss fully the implementation and management of all provisions of the agreement with special emphasis on new language and modifications of old language. The workshop should also provide procedural guidelines for grievance processing and for resolving other difficulties which may occur. Procedures for record maintenance should be reviewed, forms distributed, and the necessity of maintaining good records emphasized.

17.0 Implementation of Contract

Implementation implies sound contract management principles, many of which have been amplified in the

delineation of the process model. Consistency in language interpretation and contract application by management is the essential element if successful and positive labor relations are to be facilitated without an erosion of management rights. Involvement of all management personnel utilizing this process will help to assure this consistency.

CHAPTER V

CONTINGENCY PLANNING FOR FACULTY STRIKES

Few public education institutions plan adequately for strikes. Many management personnel and board members assume "It won't happen here." They know strikes are often illegal, limited by state laws, or blunted by court action. Yet, strikes occur. And nothing indicates that strikes will go away.

To cope with a strike, management must have unanimity of purpose and a sense of direction--the essence of which is good planning. In addition, management must have a realistic attitude toward a strike. The American Association of School Administrators has noted:

> The name of the game in a work stoppage is "win." Sometimes this means "win" at all costs. Usually it means whatever steps are necessary within the bounds of the law or community standards to bring pressure to bear on the board of education and administration; it means gain as favorable a settlement as possible within the shortest possible time. Occasionally, however, the win at all costs philosophy has resulted in tactics and strategies well outside those normally employed in negotiations and outside state laws, local ordinances and board of education policies.

The first decision to be made by management is whether or not to accept a strike. If management does not want to face a strike, then management must be ready to accede to union demands. If management does not accede to the demands, then management must have a plan to handle the work stoppage.

The checklist which follows was developed to aid educational institutions to foresee conditions and problems which may result from a faculty strike and to design an operations checklist which, if followed, should provide the basis for a comprehensive strike plan.

It should be remembered that any strike creates an environment which cannot be fully predicted. That environment may range from a low-key tranquil strike to one which is characterized by heated emotions and open hostility. Due to the fluidity of the strike environment and the range of diversity of institutions within the Washington State System, any plan developed should be flexible and adjustable as changes dictate.

Pre-Strike Planning

In the event of a strike an operational plan is needed which will allow the administration to communicate quickly and accurately with students, staff and the community. Everyone will want to know:

1. What they are to do;
2. Why decisions are made;
3. How to do certain things;
4. Where they are to be;
5. When they are expected to be there;
6. Who will be responsible for what.

The Specific District Operations Checklist should provide all of the base information from which a strike plan could be developed.

SPECIFIC DISTRICT OPERATIONS CHECKLIST

Pre-Strike

_____Check Board Policies

_____Employee Duties

_____Leave of Absence Policies

_____Right to Withhold Pay of Striking Employees

_____Right to Cut Off Fringe Benefit Payments

_____Substitute Pay

_____Termination of Organizational Rights (Dues, Deductions)

_____Consider Revising Board Policies

_____Substitute Pay for Part-Time Faculty

_____Emergency Employment of Personnel

_____Extra Pay for Additional Duties During Strike

_____Advise Board of Strike Possibility, Confirm Board Position on:

_____Length of Strike Before Compromise

_____Trying to Keep District Open

_____Willingness to Close Down Operation if Necessary (Impasse)

_____Establish Strike Committee

_____Appoint Strike Coordinator

_____Review Communications Procedures

CHECKLIST (continued)

_____Develop Plan for Student Instruction

_____Non-Striking Teachers

_____Substitutes

_____Retired Teachers

_____Emergency Substitutes

_____Administrators

_____Develop Plan for Emergency Services; Discuss Situation With:

_____Police

_____Fire Department

_____Telephone Company

_____Food Service

_____Plumbing Companies

_____Water and Power Company

_____Delivery Companies

_____Require Remittance of

_____Keys

_____Roll Book

_____Other (Specify)

_____Prepare Emergency Communications System

_____Telephone

_____Radio (2-way)

_____Courier Service

_____Alternate Unlisted Phones at all Facilities

CHECKLIST (continued)

_____Set Up Alternate System for Non-certificated Employees

_____Janitorial

_____Cafeteria

_____Secretarial

_____Mail

_____Sanitation

_____Printing

_____Set Up Anti-Sabotage Materials Control

_____A-V Materials

_____Duplication Capabilities

_____Other (specify)

_____Set Up Secretarial Pool

_____To Do Necessary Calling

_____To Type Memos and Communications

_____To Answer Community Questions

_____To Staff Offices When Needed

_____Communications Center

_____Hold Daily Meetings of All Administrative Staff to Brief on Progress and Procedures

_____Prepare Written Directives

_____Set Up a Telephone Network for Administrative Staff and Provide a Telephone Rumor Center Service to Alleviate Misinformation.

CHECKLIST (continued)

_____Establish Police Protection

_____For Students Crossing Picket Lines

_____For Non-Strikers Crossing Picket Lines

_____For School Buildings

_____For Homes of District Officials

_____Disseminate Information to Administrators on Strike Procedures on a Need-to-Know Basis

Post-Strike

Post-strike management necessitates planning relative to the specific strike; however, as a settlement nears, the administration should consider specifying procedures that address the following issues:

Notification of all parties on strike termination
Method for minimizing differences between strikers and non-strikers
Non-reprisal policy language
Start-up methodologies
    Total Start-up, or
    Phase-in

Bookkeeping
    Re-instatement of fringe benefits
    Salary adjustments
    Settlement allowance

Calendar Concerns
    State mandates
    Local settlement modifications

Press Releases

In-service Training of all Administrators
    Contract changes
    Visibility
    Disagreements among staff

One cannot over-emphasize that the administration must develop a method for focusing major attention on the educational program. Of major importance is the visibility of the principal and his/her willingness to moderate minor issues before they become major concerns. Lastly, the principal must refuse to discuss any of the issues related to the strike or any activities that occurred during the strike. A climate of educational renewal with education as the focal point must be predominant.

GLOSSARY OF TERMS

The following are definitions of some of the terms frequently used in labor relations. It is by no means a comprehensive list, but it will serve as a guide in the understanding of some of the basic concepts.

Agency shop. A provision in a collective bargaining agreement requiring employees covered by such agreement who refuse to join the union to pay a service fee to the union equal to union dues. This provision is intended to compensate the union which, by law, must give full and equal protection to all members of the bargaining unit it represents, regardless of union membership status. This requirement exists in some local jurisdictions; it is not permitted in the Federal Government.

Arbitration. A dispute settlement procedure whereby parties involved in an impasse mutually agree to submit their differences to a third party for a final and binding decision. This procedure is also utilized in settling grievances which the parties cannot themselves resolve. (See Grievance: Conciliation; Mediation.) The costs are usually equally shared by the parties.

Bargaining agent. The formally designated organization, generally a labor union, which represents employees seeking or having a collective bargaining agreement (contract). Its rights and obligations are defined by various federal, state, and local laws.

Bargaining unit. The group of employees, usually defined by the National Labor Relations Board or similar federal, state, or local agencies after a hearing and election, which a union seeks to represent as bargaining agent on wages, hours, and working conditions.

Certification. Official recognition by some impartial labor relations board that an employee organization is, and shall remain, the exclusive representative for all of the employees in an appropriate bargaining unit for the purpose of collective bargaining, until it is replaced by another employee organization, is decertified, or dissolves.

Check-off. Arrangement under which an employer deducts from pay of employees the amount of union dues and assessments and turns over the proceeds to the treasurer of the union.

Closed shop. A collective bargaining provision whereby all employees in a bargaining unit must be union members in good standing before being hired, and new employees are hired through the union. The closed shop as such is banned by the Taft-Hartley Act and prohibited in the Federal Government.

Coercion. Economic or other pressure exerted by an employer to prevent the free exercise by employees of their right to self-organization and collective bargaining; intimidation by union or fellow employees to compel affiliation with union.

Collective bargaining. The performance of the mutual obligation of the representatives of the employer and the exclusive bargaining representative to meet at reasonable times in light of the time limitations of the budget-making process, and to bargain in good faith in an effort to reach agreement with respect to the wages, hours, and terms and conditions of employment; provided, that prior law, practice or interpretation shall be neither restrictive, expansive, nor determinative with respect to the scope of bargaining. A written contract incorporating any agreements reached shall be executed if requested by either party. The obligation to bargain does not compel either party to agree to a proposal or to make a concession.

In the event of a dispute between an employer and an exclusive bargaining representative over the matters that are terms and conditions of employment, the commission shall decide which item(s) are mandatory subjects for bargaining and which item(s) are nonmandatory.

Collective bargaining agreement or contract. A formal written agreement over wages, hours, and conditions of employment entered into between an employer or group of employers and one or more organizations or unions representing employees of the employers.

Conciliation. Efforts by third party, usually selected by a labor board or commission, toward the accommodation of opposing viewpoints in a labor dispute so as to effect a voluntary settlement. (See Arbitration; Mediation.)

Cost-of-living adjustment. Periodic pay increase based on changes in the Consumer Price Index, sometimes with a stated top limit.

Cost-of-living index. Popular term for the Consumer Price Index issued monthly by the Bureau of Labor Statistics, U.S. Department of Labor.

CPI. Consumer Price Index.

Decertification. Withdrawal of bargaining agency from union upon vote by employees in unit that they no longer wish to be represented by union.

Discrimination. Short form for "discrimination in regard to hire or tenure of employment as a means of encouraging or discouraging membership in a labor organization"; refusal to hire, promote, or admit to union membership because of race, creed, color, sex, or national origin.

Election. Process for determining the bargaining agent for a group of employees. (See Bargaining unit; Unit.)

Employee election. Balloting by employees for the purpose of choosing a bargaining agent or unseating one previously recognized.

Employee organization. Any lawful association, labor organization, federation, council, brotherhood, or other organization of any kind in which employees participate and which exists for the primary purpose of dealing with employers concerning grievances, labor disputes, wages, hours, and other terms and conditions of employment of employees.

Employee relations. The manner of dealing with fellow human beings. Although this term may cover the entire field of personnel management, its use is generally restricted to the contacts which take place between the supervisor and individual employees.

Employer interference. An unfair labor practice, it includes barring distribution of union literature of solicitation during nonworking time; making speeches to employees on company time and property before a representation election unless the union gets equal chance to reply; questioning of employees about union activity; closing or moving the plant, or threatening to do so; circulation of an anti-union petition and requiring employees to sign; unilateral increases in wages; removal of privileges; spying; encouraging or discouraging union membership; firing for union activity.

Escalator clause. Clause in collective bargaining contract requiring wage or salary adjustment at stated intervals in a ratio to changes in the cost of living.

Exclusive representative. The employee organization that, as a result of certification by the Board, has the right to be the sole collective bargaining agent of all employees in an appropriate bargaining unit without

discrimination and without regard to employee organization membership.

Fact-finding. Identification of the major issues in a particular impasse, review of the positions of the parties and resolution of factual differences by one or more impartial fact-finders, and the making of recommendations for settlement of the impasse.

Fact-finding boards. Agencies appointed to determine facts and make recommendations in major disputes.

Federal Mediation and Conciliation Service. An independent government agency created under the Labor Management Relations Act of 1947, offering machinery for settlement of labor disputes that threaten to involve a substantial work stoppage.

Fringe benefits. Term used to encompass items such as vacations, holidays, insurance, medical benefits, pensions, and other similar benefits that are given to an employee under his employment or union contract in addition to direct wages.

Good-faith bargaining. The type of bargaining an employer and a majority union must engage into meet their bargaining obligation under the Taft-Hartley Act. The parties are required to meet at reasonable times and to confer in good faith with respect to wages, hours, and other terms and conditions of employment. But neither party is required to agree to a proposal or to make a concession.

Grievance. An employee complaint; an allegation by an employee, union, or employer that a collective bargaining contract has been violated.

Grievance committee. Committee designated by a union to meet periodically with the management to discuss grievances that have accumulated.

Grievance procedure. A method of dealing with a complaint made by an individual or by union or management that allows the work place to continue operating without interruption. The complaint concerns an alleged violation, misinterpretation, or misapplication of a contract. The procedure generally provides for discussions of the grievance at progressively higher levels of management authority, with arbitration typically being the last step.

Impasse. Failure of a public employer and an exclusive representative to achieve agreement in the course of negotiations.

Informational picketing. In the public sector, picketing that is not directly related to a labor-management dispute with the agency being picketed, but aimed at support for legislation, civil rights, etc. Also, as used in the public sector, a substitute for striking where employees inform the public about disputes with employers and seek to obtain public support to resolve the dispute in their favor; as strikes increase in number in the public sector, picketing becomes more a strike weapon and less a substitute for strikes. (See Picketing.)

Injunction. Mandatory order by a court to perform or cease a specified activity usually on the ground that otherwise the complaining party will suffer irreparable injury from unlawful actions of the other party; a restraining order, issued for a temporary period without a preliminary hearing on the premise that otherwise irreparable damages will ensue.

Interference. Short-cut expression for "interference with the right of employees to self-organization and to bargain collectively."

Intimidation. Actual or implied threats to induce employees to refrain from joining or to join a labor organization; threats used in other aspects of labor controversies, such as in picketing.

Judicial review. Proceedings before courts for enforcement or setting aside of orders of labor relations boards. Review is limited to conclusions of law, excluding findings of fact unless these are unsupported by evidence.

Jurisdiction. Right claimed by union to organize and bargain collectively for a class of employees without competition from any other union; province within which any agency or court is authorized to act.

Labor-management relations. A general term that refers to the formal and informal dealings and agreements between employees or employee organizations and managers.

Lockout. Closing down of a business as a form of economic pressure upon employees to enforce acceptance of employer's terms.

Maintenance of membership. Union-security provision in a collective bargaining agreement under which employees who are members of a union of a specified date, or thereafter become members, are required to remain members in good standing during the term of the contract as a condition of employment.

Maintenance of standards. A clause which requires the employer to maintain the highest level of terms and conditions of employment in effect prior to and during the contract period unless specifically provided otherwise in the contract.

Management. The group directing and controlling employees, including supervisors with effective power to hire and fire.

Management prerogatives. From management's viewpoint, "the right to manage"; the right of management to make certain decisions and take certain actions without notification to, consultation with, or negotiating with the union. Such "prerogatives," when spelled out in the contract, are often a source of controversy.

Management-rights clause. Collective bargaining contract clause that expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration; implementation of management prerogatives.

Mediation. Third-party nonbinding, usually noncompulsory, intervention and assistance by a public mediation agency to facilitate a reconcilation of an impasse between employers and employees, or otherwise to initiate, continue, resume, or bring about collective bargaining negotiations between these parties.

Negotiable. Matters of principle, policy, and practice relating to wages, hours, and other conditions and terms of employment which the parties agree they can discuss and about which they can bargain. (See Non-negotiable issue or item; Scope of bargaining.)

Negotiating committee. Committee of a union or an employer selected to negotiate a collective bargaining agreement.

Nonnegotiable issue or item. A principle, policy, or practice which either party contends cannot be discussed or bargained in the course of collective bargaining negotiations.

No-strike clause. Contract clause barring strike during life of agreement.

Observer. In collective bargaining, an employee who attends, without voice, a meeting of management and union negotiators.

Open-end agreement. A union contract with no expiration date, with a provision that either party can give notice of a desire to terminate.

Open shop. An unorganized establishment or one where union membership is not a condition of employment.

Personnel management. The management of human resources for mission accomplishment and individual job satisfaction. It is the line responsibility of the operating supervisor and the staff responsibility of the personnel specialist. Personnel specialists help supervisors manage personnel.

Picket. An individual marching at the entrance of a place of work that is strikebound, usually carrying signs indicating the cause for the refusal to work.

Picketing. Advertising, usually by members of a union carrying signs, the existence of a labor dispute and the union's version of its merits.

Preferential rehiring. A contract provision for the re-employment of workers on the basis of seniority, after layoffs.

Probationary period. Trial period which is regarded as a final and highly significant step in the examining process. It provides the final and indispensable test, that of actual performance on the job, which no preliminary testing methods can approach in validity. It is at this stage that the probationary employee may be released without undue formality or right to appeal.

Professional negotiations. Term used originally by National Education Association to describe alternative to collective bargaining, and to prevent split in profession's ranks between teachers and school administrators. The distinction between "professional negotiations" and "collective bargaining" has faded over the years.

Professional sanctions. Technique developed by National Education Association as alternative to strikes. Sanctions may include any one or combination of the following: public declaration of unsatisfactory working conditions; recommendation that members of the profession refuse to accept employment in the area; censure, suspension, or expulsion of members who take jobs in the area; campaign to mobilize public opinion and political action to bring about change.

Public employer. The President of the United States in the case of the Federal Government, the governor in the case

of a state, the mayor in the case of a city, the county executive in the case of counties, the board of education in the case of a department of education, the board of regents in the case of a university, and any individual who represents one of these employers or acts in their interest in dealing with public employees.

Reassignment. The change of an employee, while serving continuously for the same employer, from one position to another without promotion or demotion.

Recognition. An agreement by an employer to accept and treat with an employee organization (union) as the collective bargaining agent for designated employees. (See Certification.)

Reopener. A provision calling for reopening a current contract at a specified time for negotiations on stated subjects, such as a wage increase, pension, health and welfare benefits, etc.

Scope of bargaining. The universe of issues included in collective bargaining negotiations. (See Negotiable; Nonnegotiable issue or item.)

Sick leave. Contractually provided conditions under which employees are paid during illness.

Sit-down strike. A work stoppage in which employees report for work but remain idle at their jobs. This tactic was most effectively employed during the organizing surge of 1937-1938 but was soon dropped. It is not explicitly forbidden by law.

Slowdown. Lessening of work effort by concerted agreement among employees to force management concessions. This is sometimes used as an alternative to a strike. (See Strike strategies, special.)

Strike. An employee's refusal, in concerted action with others, to report for duty, or his willful absence from his position, or his stoppage of work, or his abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensations, rights, privileges, or obligations of employment.

Strike authorization. A strike vote that invests a designated group--union officers, executive board, negotiating committee, and so forth--with the right to call a strike on a given issue without further consultation with the membership.

Strike benefits. Payments by a union to members on strike; a flat sum or graduated according to family needs.

Strike strategies, special. This refers to work stoppages or slowdowns by workers which are intended as substitutes for a formal strike, which would be illegal. Special strike strategies include: blue flu, red rash, continuous union meeting, professional days, mass resignation, informational picketing, safety checks, work slowdown.

Unfair labor practices. An employer or union practice forbidden by the National Labor Relations Board, the Federal Code of Fair Labor Practices, or state and local laws, subject to court appeal. This usually involves management efforts to avoid collective bargaining.

Union security. Negotiated contract clauses requiring the establishing and continuance of a union shop, maintenance of membership, agency shop, payroll deduction of union dues, or similar provision that guarantees the existence of the union status during the life of a collective bargaining agreement.

Union shop. A contract clause that requires all union members of a bargaining unit to remain members in good standing as a condition of employment, and further requires new employees to become members after a stated period, usually 60 to 90 days after being hired, and to remain in good standing for the duration of the collective bargaining agreement.

Unit. Shortened form of "unit appropriate for collective bargaining." It consists of all employees entitled to select a single agent to represent them in bargaining collectively. (See Bargaining unit; Election.)

Zipper clause. A provision in a collective bargaining agreement that specifically states that the written agreement is the complete agreement of the parties and that anything not contained therein is not agreed to unless put into writing and signed by both parties following the date of the agreement. The zipper clause is intended to stop either party from demanding renewed negotiations during the life of the contract. It also works to limit the freedom of a grievance arbitrator because he must make his decision based only on the contents of the written agreement.